

Electronically Recorded

Official Public Records

Tarrant County Texas

2008 Dec 04 09:47 AM

Fee: \$ 24.00

Submitter: SIMPLIFILE

D208444645

3 Pages



Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

AMENDMENT OF OIL, GAS AND MINERAL LEASE
AND MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS }

COUNTY OF TARRANT }

WHEREAS, **Dickie E. Green and wife, Betty A. Green**, Lessor (whether one or more), heretofore executed an unrecorded Oil, Gas and Mineral Lease, dated February 15, 2007, to **Bagby Energy Holdings, LP**, Lessee, herein referred to as "The Lease" recorded by Memorandum of Oil and Gas Lease at Clerk Document No. D207136044, Official Public Records of Tarrant County, Texas, whereby Lessor leased certain lands situated in Tarrant County, Texas;

estimated to contain .23 of an acre as shown on Exhibit "A" attached to the Oil and Gas Lease described above.

AND WHEREAS, said description is incomplete and indefinite as to legal description, and the lands intended to be covered are more accurately described as follows:

0.227 of an acre out of the James McDonald Survey, A-997, situated in Tarrant County, Texas described in 2 tracts as follows:

TRACT ONE:

A tract of land out of the James McDonald Survey, Abstract No. 997, situated in Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin, said point being South 30 degrees, 00 minutes East 1358.36 feet and South 60 degrees, 00 minutes West 2003.19 feet from the northeast corner of said McDonald Survey;

THENCE South 30 degrees, 00 minutes East 93.00 feet to an iron pin for corner;

THENCE South 60 degrees, 00 minutes West 60.2 feet to an iron pin for corner;

THENCE North 26 degrees, 36 minutes 56 seconds West 93.16 feet to an iron pin for corner;

THENCE North 60 degrees, 00 minutes East 54.7 feet to the POINT OF BEGINNING and CONTAINING 0.122 acres of land.

TRACT TWO:

A tract of land out of the James McDonald Survey, Abstract No. 997, situated in Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin at the Southwest corner of a 0.494 acre tract of land recorded in Volume 5345, Page 989, Deed Records, Tarrant County, Texas, said point being South 30 degrees, 00 minutes East 1451.36 feet and South 60 degrees, 00 minutes West 2063.39 feet from the Northeast corner of said McDonald Survey;

D208444645

THENCE South 60 degrees, 00 minutes West 54.50 feet to an iron pin for corner;

THENCE North 26 degrees, 21 minutes West 93.0 feet to an iron pin for corner;

THENCE North 59 degrees, 51 minutes West 53.8 feet to an iron pin at the Northwest corner of said .0494 acre tract;

THENCE South 26 degrees, 42 minutes East 93.16 feet to the POINT OF BEGINNING and CONTAINING 0.105 acres of land approximately.

(Shown as tract 4N and 4M1 on the Tarrant County Tax Appraisal Map)

WHEREAS the lease And all rights and privileges thereunder, are now owned and held by **XTO Energy Inc.**, a Delaware corporation (hereinafter referred to as "Lessee").

WHEREAS Paragraph 4 of The Lease provides that ..."units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of ten percent (10%) thereof"...

AND WHEREAS, Paragraph 6 A. of The Lease provides that ..."160 acres plus a tolerance of ten percent (10%) for each gas well"...

NOW THEREFORE, Notwithstanding anything to the contrary, it is the desire of the Lessee and Lessor to amend Paragraph 4 and Paragraph 6 A of The Lease to allow for 320 acres plus a tolerance of ten percent (10%).

AND, for the consideration received by Lessors on executing The Lease, and the benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, or we, the undersigned, jointly and severally, do hereby adopt, ratify and confirm The Lease, and all of its provisions, except as herein modified and amended, and do hereby grant, lease, and let to the Lessee therein or its successors and assigns, any and all interest which I, or we, now have, or may hereafter acquire, either by conveyance, devise, inheritance or operation of laws, and whether vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in The Lease and as amended hereby, and the undersigned hereby declare that The Lease and all of its provisions, as amended, are binding on the undersigned and is a valid and subsisting Oil and Gas Lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

IN WITNESS WHEREOF, this instrument is executed by the undersigned Lessors on the respective date of acknowledgment below, but is effective as of the date of February 15, 2007, date of "The Lease".

LESSORS:


Dickie E. Green


Betty A. Green

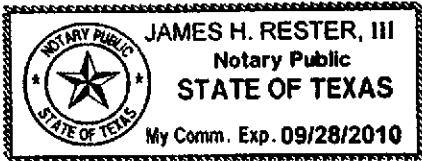
Address: 11 Atlanta Court
Mansfield, Texas 76063

ACKNOWLEDGMENT

**STATE OF TEXAS }
COUNTY OF TARRANT }**

This instrument was acknowledged before me on the 20th day of November,
2008 by Dickie E. Green and Betty A. Green, husband and wife.

James H. Rester III
Notary Public, State of Texas



Return to: Bryson G. Kuba
6127 Green Jacket Dr.
Apt.# 1136
Fort Worth, TX 76137